

NEGOTIATED AGREEMENT

Between

BOARD OF EDUCATION OF LYONS TOWNSHIP HIGH SCHOOL
DISTRICT 204, COOK COUNTY, ILLINOIS

and

LYONS TOWNSHIP HIGH SCHOOL
FACULTY ASSOCIATION

2010 - 2015

**2010-2015 Negotiated Agreement
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**A Negotiated Agreement
between
The Board of Education of Lyons Township High School District 204, Cook County
and
The Lyons Township High School Faculty Association**

Article I. Preamble

The Board of Education of Lyons Township High School District 204, Cook County, and the Lyons Township High School Faculty Association recognize that the ultimate aim of public schools is to provide the best possible education for youth in the District. Attainment of this educational objective is a joint responsibility of the Board of Education, the Superintendent, his/her staff and certified employees.

Article II. Recognition

- A. The Board of Education of Lyons Township High School District 204, Cook County, Illinois, hereafter called the "Board," recognizes the Lyons Township High School Faculty Association, hereafter called the "Association," as the sole and exclusive negotiating agent for all certified employees, including certified nurses, except the Administrative Cabinet (i.e., Superintendent, Principal, Director of Curriculum and Instruction, Director of Human Resources, and Director of Business Services), Associate Principals, Assistant Principals, Division Chairpersons, and Assistant Division Chairpersons (in their administrative roles). Any certified employee serving in administrative position(s) who also engages in certified instructional activities will be covered by the terms of this **Agreement** with respect only to such activities as he/she may be assigned.
- B. The term "certified employees," when used hereinafter in this **Agreement**, shall refer to all certified employees represented by the Association in the negotiating unit as determined in paragraph "A" above.
- C. The Board agrees not to negotiate with any certified employee organization other than the Association for the duration of this **Agreement**; further, the Board agrees not to negotiate with any certified employee individually during the duration of this **Agreement** on matters subject to negotiations.

Article III. Principles

Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board and the Association. To this end, free and open exchange of views is desirable and necessary, with both parties participating in good faith negotiations.

The success of the educational program in the District depends upon the maximum utilization of the abilities of well-qualified certified employees who are satisfied with the conditions under which their services are rendered. Constant effort should be given to obtaining and retaining the best professional staff.

Article IV. Mediation

- A. When an impasse is declared pursuant to the *Illinois Education Labor Relations Act (IELRA)*, the Federal Mediation and Conciliation Service shall be notified by both parties in writing of the need for a mediator. Nothing herein prevents the parties from agreeing to use other sources for a mediator.
- B. Costs for the services of consultants utilized by a party shall be paid by that party. The cost of a mediator and/or arbitrator shall be shared equally by the Board and the Association.

Article V. Definition of Board and Association Responsibilities and Rights

- A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois, provided that such rights and responsibilities shall be exercised, to the extent not inconsistent with law, in conformity with the provisions of this **Agreement** and all other agreements between the parties.
- B. "Good faith" bargaining is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to endeavor sincerely to reach agreement on items being negotiated.
- C. Contracts
 - 1. The Board shall not issue individual certified employee contracts or employment agreements during negotiations or mediation; however, the Board may issue individual contracts to newly employed certified employees.
 - 2. The individual contracts of newly employed and/or non-tenured certified employees shall be binding and shall be adjusted to conform to the negotiated settlement.
 - 3. It is agreed that no contracts or memorandum of a new salary schedule shall be issued to tenured certified employees until there is a negotiated agreement.
- D. In the application of the terms and conditions of this **Agreement**, neither the Board nor the Association will discriminate against any certified employee on the basis of race, creed, color, marital status, sex, age, national origin, sexual orientation, or disability defined under the Americans with Disabilities Act. (ADA)

- E. The Association and its representatives shall have the right to use school buildings for a reasonable number of meetings, provided that no such meeting shall be held during the regular school day, nor shall it in any way unreasonably interfere with any aspect of the instructional program, and provided further that when special custodial service is required and other costs are incurred, the Board may make a reasonable charge therefore.
- F. Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property, at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and further provided that no Association or Administration view on matters relating to certified employee discipline will be discussed in the presence of anyone other than the parties directly involved.
- G. The Board agrees to furnish as promptly as possible to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, treasurer's reports, names and addresses of all certified employees, register of certified employees, topical agendas and minutes of all open Board meetings, demographic report and membership data.
- H. During the period that this **Agreement** is in effect, the Association hereby agrees not to strike, engage in, support or encourage any concerted refusal to render full and complete services to the District.
- I. The Association shall have the right to post notices of its activities and matters of Association concern on the bulletin board in each of the staff cafeterias (a portion of which shall be retained exclusively for Association announcements), the right to use the District mail service, certified employee mailboxes, e-mail and voicemail for communication. A copy of all official communications will also be placed in the mailbox of each Administrative Cabinet member, or forwarded to them electronically, for the purpose of keeping all responsible personnel adequately informed. The Superintendent (or his/her designee) shall forward a copy of each communication received by the Superintendent's Office from the Association to each Board member.
- J. The Board agrees that its Rules and Regulations governing certified employees' conduct will continue to be reasonable. Enforcement of discipline will be private, equitable and in accord with the due process to which certified employees are entitled.
- K. Each certified employee shall have the right, upon request, to review the contents of all his/her own Human Resources files. A representative of the Association may, at the request of the certified employee, accompany the certified employee in this review.
- L. The Board shall conduct a criminal background check on each new certified employee per State law.

- M. The Board and Association agree that each certified employee is subject to the Professional Appraisal System as negotiated by both parties. An Oversight Committee comprised of certified employees and administrators monitor and make recommendations for improvement to the Professional Appraisal System to the Association and Board of Education.

During the 2010-2011 school year, the Professional Oversight Committee shall review and restructure the current Professional Appraisal system with the purpose of developing an appraisal system consistent with the Performance Evaluation Reform Act and Race To The Top parameters and guidelines. The description of standards on the appraisal form and the contents of the form will be decided by the committee.

- N. Each certified employee has the legal obligation and professional responsibility to fulfill State recertification requirements in order to maintain his/her certificate(s) in active status. The District and the Association agree to assist certified employees in the recertification process.

Article VI. Grievance Procedures

A. Definition

1. A grievance shall be any claim by a certified employee or the Association that there has been a violation, misinterpretation, or misapplication of the **Negotiated Agreement** and any subsequent letters of understanding.
2. All time limits consist of working days except when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all week days in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. Working days for purposes of the grievance procedure shall mean certified employee employment days. During the summer break, working days shall mean all week days through June 30, and shall not include any days from July 1 until the first Teacher Institute Day in August. The failure of the aggrieved party to act on any grievance within the prescribed limits established by the grievance procedures will act as a bar to any further appeal.
3. Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee. At least one Association representative shall be present at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any certified employee having a grievance to discuss the matter personally and informally with his/her Supervisor(s), Principal, and Superintendent, and having the grievance adjusted without intervention of the Association, provided the Association shall be notified of the final disposition of the grievance, and the adjustment is not inconsistent with the terms of this **Agreement**.

B. Procedures

1. Step One An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate Supervisor. When requested by the certified employee, an Association representative may accompany the certified employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the certified employee and the Association, a grievance may proceed to Step two.

2. **Step Two** The certified employee or the Association may present the grievance in writing to the Principal who will arrange for a meeting to take place within five (5) working days after receipt of the grievance, with the Association's representative, the aggrieved certified employee, and the immediately involved Supervisor. The Principal shall provide a written answer of the grievance to the aggrieved certified employee and the Association within two (2) working days after the meeting. This answer shall include the reasons for the decision. A grievance shall be considered waived unless it is presented to the Principal in writing within sixty (60) working days after the occurrence of the situation giving rise to the grievance.
3. **Step Three** If the grievance is not resolved at Step Two, then the Association may refer the grievance to the Superintendent (or his/her official designee) within six (6) working days after receipt of the Step Two answer or within eight (8) working days after the Step Two meeting, whichever is the later. The Superintendent shall arrange for a meeting with the representatives of the Association's grievance committee to take place within five (5) working days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) working days in which to provide his/her written decision to the Association. Such answer shall include the reasons for the decision.
4. **Step Four** If the grievance is not resolved at Step Three, then the Association may refer the grievance in writing to the Board's Grievance Committee within six (6) working days after receipt of the written decision of Step Three. The Association may present a written brief to the Board, and may request an oral hearing on the grievance. If requested by the Association, a hearing will be conducted by the full Board or by a subcommittee of the Board, as the Board may designate. If requested by either the Board or the Association, the hearing shall be open to the public. The number of Association requests for such hearings will be reasonable. Step Four's hearing shall occur within forty-five (45) working days after referral by the Association to Step Four. The full Board shall consider the grievance within thirty (30) working days of the receipt of the committee's recommendation. The Board shall then render its decision within ten (10) working days after its consideration of the grievance and shall communicate in writing its decision to the Association.
5. **Step Five** If the Association is not satisfied with the disposition of an arbitrable grievance at Step Four, or the Step Four time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration. A list of at least seven (7) arbitrators shall be secured from the American Arbitration Association. Final selection of the arbitrator shall be made by the parties, alternately striking a name from the list until one name remains, and this person shall serve as arbitrator. The party eligible for the first deletion shall be determined by chance. If the final arbitrator is unable to serve, the last name struck from the list shall be the alternate. If a demand for arbitration is not filed within ten (10) working days of the Board's Step Four decision, the grievance shall be deemed withdrawn; however, if Step Five is used, the following procedures will be observed.
 - a. It is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper; however, the arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the **Agreement**. His/her authority shall be strictly limited to deciding

only the issue or issues presented to him/her in writing by the Board and the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this **Agreement**.

- b. Each party shall bear the full costs for its representation in the arbitration, and the cost of the arbitrator shall be divided equally between the parties.
- c. Should either party request a transcript of the proceedings, then that party shall bear the full costs for that transcript. Should both parties request a transcript, then the cost of the two transcripts shall be divided equally between the parties.

C. Rights and Responsibilities

1. If the Association and the Superintendent agree, Step Two and/or Step Three of the grievance procedure may be by-passed and the grievance brought directly to the next Step.
2. The Association may file initially at Step Three grievances involving more than one (1) Supervisor and/or any Administrative Cabinet member.
3. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a formal grievance procedure at any level, and no certified employee may be required to discuss any grievance if the Association's representative is not present.
4. When a certified employee is not represented by the Association, the Association shall have the right at its request to have its representative present to state its views at all stages of the formal grievance procedure.
5. The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further, will make immediately available to the Association such pertinent information as is reasonably requested for the processing of any grievance.
6. No reprisals of any kind will be taken by the Board or the Administration against any certified employee because of his/her participation in this grievance procedure.
7. The party losing the grievance shall pay the full cost of salary and substitute wages incurred by the Board as a result of releasing certified employees to testify at grievance hearings. Any dispute concerning the application of this paragraph shall be determined by the arbitrator.
8. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the Human Resources files of the participants.
9. A grievance may be withdrawn at any level without establishing precedent.

Article VII. Maintenance of Standards

- A. Prior to any change by the Board and/or Administration in a term or condition of employment not covered by this **Agreement**, which may include an arbitrable, recognizable past practice, the parties shall meet at reasonable times and negotiate in good faith with respect to any such

change, and execute a written addendum incorporating any agreement which is reached, provided that neither party is compelled to agree to a proposal or is required to make a concession.

- B. The parties recognize that the Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new certified employees and direction of certified employees. The Board, however, shall be required to bargain collectively with the Association with regard to policy matters directly affecting wages, hours and terms and conditions of employment, as well as the impact thereon, upon request by the Association and to the extent that such matters are not otherwise covered by this **Agreement**.
- C. The Board and the Association agree that in the event of any dispute concerning the interpretation or application of Article VII; the party allegedly aggrieved may file an appropriate unfair labor practice charge pursuant to the *IELRA* and/or may file a grievance pursuant to Article VI.

Article VIII. Certified Employee Protection

- A.
 - 1. Any case of assault upon a certified employee while in the course of his/her duties must be reported promptly by the certified employee to his/her Supervisor, who will so advise the Principal, who will report the assault to the Superintendent as the Board's designee.
 - 2. The Board shall provide legal counsel selected by the Board to advise the certified employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the certified employee in connection with the handling of the incident by law enforcement and judicial authorities.
 - 3. Certified employees are responsible for exercising reasonable care and caution, and otherwise adhering to the District's reasonable safety directives. The Board is not responsible for the loss or damage to personal property except in the following circumstances: civil commotion, concerted student violence, and/or vandalism. In such instance(s), the Board will reimburse a certified employee for loss or damage of personal property while in the course of his/her duties in an amount not to exceed five hundred (\$500.00) dollars or the certified employee's insurance deductible, whichever is less. Any claim submitted under this Section must be at least twenty (\$20.00) dollars. The Board will reimburse the certified employee upon submission of documentation deemed appropriate by the Administration.
- B. The Board shall provide legal counsel selected by the Board and shall render all necessary assistance to the certified employee in his/her defense when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.
- C. Deductions in the salary of a certified employee shall not be made in connection with court appearances or time required in consultation with the State's Attorney's Office or private counsel to prepare a case for litigation arising under the provisions of this Article.

- D. With this provision, the parties express their mutual intent to avoid, to the extent possible, false and unsupported parent complaints as the basis for disciplinary action against certified employees.
1. Any complaint(s) by a parent/guardian of a student directed toward a certified employee shall be channeled through the certified employee. A person-to-person conference is preferred. The certified employee shall be required to attend any such conference. A telephone or email contact is acceptable if both the parent/guardian and certified employee agree. No additional action shall be initiated by the Administration until a parent-teacher conference has been completed.
 2. If the parent/guardian or the certified employee is not satisfied with the results of this conference, the dissatisfied party may request a conference with the parent/guardian, certified employee, and certified employee's Supervisor. The certified employee may also request that an Association representative attend such conference.
 3. If the parent/guardian or the certified employee is not satisfied with the results of this conference, the dissatisfied party may request a conference with the parent/guardian, certified employee, Supervisor, and Principal. The certified employee may also request that an Association representative attend such conference.
 4. If the parent/guardian or the certified employee is not satisfied with the results of this conference, the dissatisfied party may request a conference with the parent/guardian, certified employee, Supervisor, Principal, and Superintendent. The certified employee may also request that an Association representative attend such conference.
 5. The parties recognize that there may be occasions when a parent/guardian, for whatever reason, refuses or is reluctant to physically participate in a conference with the certified employee about which the parent is complaining. In such circumstances, the parties recognize that the parent/guardian-certified employee conference may occur through other appropriate means as facilitated by an Administrator. Further, we also recognize that a complaint against a certified employee by a parent/guardian and the certified employee's response may be corroborated by independent and credible sources.
- E. In accordance with Section 105 ILCS 5/10-20.20 of **The Illinois School Code**, the Board shall provide indemnification and protection against claims and suits.
- F. The Board shall provide legal counsel selected by the Board as specified in this article upon written request from the certified employee to the Board (or its designee). Where possible, such request shall be executed by the certified employee within seven (7) working days from the date the certified employee is made aware of such need. The Board (or its designee) shall execute a written reply within seven (7) working days, indicating receipt of the request and stating the assistance to be provided.
- G. Nothing contained in this article shall be construed to require the Board to furnish counsel for defense of any certified employee in any criminal proceeding resulting from accusations not related to the normal course of his/her assigned duties.

Article IX. Full-Time Continuous District Service

- A. Service credit will be granted for District certified employees only.
- B. For purposes calculating full-time continuous service in the District, the following will be applied.
 - 1. Certified employees will receive one year (1.0) service credit for each school year of full-time service.
 - 2. Certified employees working a school year on a part-time assignment will receive pro-rated service credit for each such year on a full-time equivalency (F.T.E.) basis.
 - 3. Certified employees working for less than a school year will receive pro-rated service credit for each such partial school year on a F.T.E. basis with 183 days accepted as the number of work days in a school year.
 - 4. Service credit will not be awarded to a certified employee during any time he/she was on an unpaid leave of absence. If a certified employee was on unpaid leave of absence, for part of a school year, a F.T.E. calculation will be made for the portion of school year employed.
 - 5. Service credit will be extended on a F.T.E. basis to certified employees while on any leave for which they receive pay from the District.
 - 6. Service credit will be granted to certified employees who were previously employed full-time by LADSE in a program in which there are predominantly District students.
 - 7. Service credit will be granted on a F.T.E. basis for a certified employee who is on an approved disability leave and who is drawing compensation for such.
 - 8. The counting of service credit will begin on the first day of service, which is the first official teacher work day of the school year. An interruption in service credit for any reason other than for a Board-approved leave of absence will cause the certified employee to lose all service credit earned in the District.
- C. Service credit for administrators will be earned and counted per the following.
 - 1. All administrators who have previous District certified employee service credit shall be allowed to retain that service credit for the calculation of continuous service and seniority.
 - 2. Administrators without any prior bargaining unit service credit who are transferred or reassigned to the bargaining unit for any reason shall not be credited with any seniority provided that if such an Administrator has achieved tenure as a certificated employee, he/she shall be placed on the seniority list as the least senior tenured teacher.

Article X. Reductions in Personnel

- A. Before the Board makes any reduction in certified employees, the reduction shall be communicated to the Association in writing, and upon the request of the Association, action shall be delayed until the next regular Board meeting so the Association may prepare and present its position to the Board regarding such reductions.
- B. In all reductions in certified employees, the following procedure shall apply.
 - 1. Non-tenured certified employees, as defined in Section 105 ILCS 5/24-12 of **The Illinois School Code**, shall be laid off first.
 - 2. If it becomes necessary to lay off tenured certified employees, the sole determinant shall be length of continuous service in the District.

Article XI. Certified Employee Work Load and Duties

- A. A certified employee shall not be permanently assigned to perform duties outside his/her major or minor field.
- B. Certified employees will be notified in writing of their tentative assignments prior to the end of the school year. In the event that these tentative assignments are changed, the certified employee shall be notified no later than thirty (30) days preceding the first date of the new school year. In no event shall changes in the certified employee's assignments be made later than thirty (30) days preceding the commencement of the next school year unless an emergency situation requires same. In the event of such change in assignment, the Association shall be notified in writing, and the certified employee shall be allowed to resign if such change is not acceptable to him/her.
- C. The normal certified employee load for classroom teachers shall not exceed five (5) teaching periods per day.
- D. To support students and general education teachers, special education teachers will be provided with 15 hours of paid compensatory time to review the IEPs of all students on their caseloads. Special education teachers are required to read the IEPs, compile a written summary of needs and accommodations, and provide a copy of that summary to each general education teacher who will work with that student. Copies will also be provided to the Director of Special Education and be placed in the student's special education file. Program Coordinators will complete summaries for students assigned to LADSE personnel case management rosters and will be compensated as same. All summaries must be submitted to the Director of Special Education by September 1. Compensation will be paid according to the summer workshop rate.
- E. The President of the Association shall be released from his/her yearly Professional Period Assignments. The Vice-President of the Association shall perform 32.5 hours of Professional Period Assignment Time plus the 12 hours as set forth in G.1.i.

The Board agrees that the President and Vice-president of the Association shall

- 1. share two (2) released periods per year, divided as the Association deems necessary;

2. notify the Administration of the division of released periods by March 15 each year;
3. be scheduled for common planning periods.

F. The School Year

1. Certified employee attendance for a school year will be 183 days for the duration of this **Agreement**.
2. A draft school calendar for the next school year will be submitted to the Association for suggested modifications at least thirty working days prior to adoption by the Board.

G. Work Day

1. Except as may otherwise be required by law, the regular work day for full-time certified employees shall not exceed seven and one-half (7 1/2) hours including a thirty (30) minute duty-free lunch period.
2. Except as may otherwise be required by law, the regular work day for part-time certified employees shall be their assigned classes/positions, and planning and Professional Period Assignments shall be proportionate to the work day for full-time certified employees, including a thirty (30) minute duty-free lunch period.

H. Certified employees give 77 hours (fifty-one (51) minutes of time every other day or the equivalent) as their Professional Period Assignments. Certified employees may select assignments from the list below with Supervisor and employee agreement. All certified employees are required to select i. below as 12 hours of the 77 hours for their Professional Period Assignments.

1. Professional Period Assignment (PPAT) Activities
 - a. Tutoring students (before, during or after the school day) (maximum 35 hours)
 - b. Translator/Interpreter (set hrs.)
 - c. District Approved Teams, Committee, Events (during planning periods, before/after school)
 1. Advanced Placement (AP) Night
 2. Associate School visitations (January)
 3. Case Management (Special Education teachers)
 4. Curriculum/Staff Development Team (CSDTeam)
 5. Eighth Grade Parent Nights
 6. ESL Homework Nights
 7. Future Freshmen Parent Night
 8. Holiday Write Night
 9. Internship Program (Alternative Program only)
 10. LT Community Advisory Council (LTCAC)
 11. "Loss Groups"
 12. Lyons Township Articulation Committees (LTAC) (2 hours maximum per meeting)
 13. NWPB Recruitment Job Fair (February)
 14. Professional Appraisal System Oversight Committee
 15. Recruitment Team
 16. Sabbatical Committee

17. Safety Committee
18. Sick Leave Bank Committee
19. Snowball
20. Stipend Committee
21. Student Intervention Team (SIT)
22. Technology Committee
23. IEP, 504, and RtI Facilitation (only regular education teachers, 10 hours)
- d. Induction and Mentoring Program
- e. Peer Observation and Coaching
- f. Supervision in Libraries and Technology Enhanced Curriculum (TEC) labs
- g. Curriculum and Instruction work as agreed upon between the Division Chair and the employee (Curriculum Coordinators may not apply work in this role toward PPAT hours.)
- h. District Staff Development relating to Board goals.
 1. Workshops, Conferences, Seminars
 - a. During workday, hour(s) used as if at work
 - b. after school, evening, weekends, all if directly related to annual Board Goals
 - i. School, division, department monthly meetings (12 hours; required for all certified employees)
2. Counselors, Inclusion Facilitators, Librarians, Nurses, Social Workers, Special Education Program Coordinators, and the Student Assistance Program Coordinator are exempt from 65 hours of the Professional Period Assignment Time (PPAT) requirement.
3. Certified employees who are assigned to commute between campuses are exempt from 32.5 hours of the Professional Period Assignment Time (PPAT) requirement.

I. Classroom Environment

The Board and Administration recognize that their commitment to provide the highest quality education possible to students of the District can best be fulfilled by continuing to maintain class sizes which enhance effective education, by providing classroom teachers with daily preparation and planning time, and by recognizing and, if possible, relieving the particular stresses of commuting and the difficulties inherent in preparing for an excessive number of courses and/or academic ability levels. This recognition includes the assumption of a continuing and cooperative effort between the Board and the Association to provide quality learning environments. Regular communication between the Board and Administration and the Association regarding classroom environment of classroom teachers, and the particular needs and responsibilities of other certified employees, is imperative to these ends. In keeping with this commitment, the parties to this contract agree to the following.

1. The universal class load will be a maximum of 130 students per teacher, except teachers of Physical Education and Music. Physical Education and Music teachers will have a maximum teaching load of 180 students per teacher. Physical Education class sizes may exceed 180 students per teacher beginning in the 2006-2007 school year and beyond as outlined in the letter of understanding (see p. 40).
2. In cases where there are multiple teachers in a single class, the number of students will be divided by the number of teachers assigned to the class. The resulting number will count toward each teacher's maximum teaching load.

3. When establishing Science sections, the Board agrees to give serious consideration to maintaining a class size consistent with the number of workstations available (one person per station) and safety considerations of the students.
4. When establishing study halls, the Board agrees to give serious consideration to establishing study halls with manageable sizes consistent with a positive educational environment.

J. Instructional Aides/Paraprofessionals

1. The Board will consider the addition of instructional aide/paraprofessional assistance to divisions where it can be demonstrated that the addition of such assistance will result in
 - a. increased certified employee effectiveness; and/or
 - b. more time for students to work individually with certified employees.
2. When a certified employee is assigned an instructional aide/paraprofessional, then the certified employee's supervisor will inform him/her of the supervisory and evaluative duties.
3. The instructional aide/paraprofessional will be directly responsible to the certified employee to whom he/she is assigned. Certified employees who have instructional aide/paraprofessionals assigned to them will be responsible for the daily supervision, appraisal, and evaluation of those instructional aide/paraprofessionals. When an instructional aide/paraprofessional's performance is not satisfactory, the certified employee and his/her Supervisor will jointly prepare and conduct the annual evaluation, and the certified employee's Supervisor will lead the annual evaluation conference.

K. Certified Employee's Responsibility to Update Human Resources File

1. It is the responsibility of each certified employee to review his/her Human Resources file and to update transcripts, credentials, certifications and any other information.
2. It is the responsibility of each certified employee to notify the Human Resources and Business Offices in writing within thirty (30) calendar days of any change in his/her status or the status of dependents that affects insurance coverage. Failure to do so may jeopardize the certified employee's dependents' insurance coverage.
3. Employees will be notified and provided the name of anyone, other than District Administration or agents of the District, who are given access to or copies of any portion of the employee's personnel file in response to a FOIA request, within 14 days of disclosing the information.

L. It is the responsibility of each certified employee to immediately notify the school nurse, his/her Supervisor, or a building Administrator of involvement in an incident which may result in a worker's compensation claim.

M. During the term of this contract, the Board agrees not to seek a waiver from the State Board of Education to reduce current Driver Education, Health, or Physical Education provided

1. there is no significant change in the current waiver law, and if there is, this Section will be reopened for negotiations; and

2. this provision will expire at the end of this contract.

Article XII. Compensation and Related Provisions

A. Step Advancement

A certified employee who is absent for more than sixty consecutive working days or seventy total working days in one school year shall not advance one step on the salary schedule for the subsequent year. For the purposes of salary advancement, a day of absence is defined as being physically absent from the workplace, with or without pay. Pre-approved attendance at seminars or conferences shall not count as a day of absence for purposes of this provision.

B. Salary Schedules

1. The salary schedules for the years of the **Negotiated Agreement** are contained in Appendix A.

2010-2011 Salary Schedule (As shown in Appendix A.)

2011-2012 Salary Schedule (As shown in Appendix A.)

2012-2013 Salary Schedule

The dollar value of the 2012-2013 BA Step 1 base salary shall be determined by increasing the 2011-2012 BA Step 1 base salary by 80% of the percentage change in the Consumer Price Index-All Urban Consumers (CPI-U) from December, 2009 to December, 2010, consistent with the Property Tax Extension Limitation Law. The described increase to the 2011-2012 BA Step 1 base salary shall not be less than 1.5%, nor greater than 2.9%. All steps are index number multiples of this BA Step 1 base salary value.

2013-2014 Salary Schedule

The dollar value of the 2013-2014 BA Step 1 base salary shall be determined by increasing the 2012-2013 BA Step 1 base salary by 80% of the percentage change in the Consumer Price Index-All Urban Consumers (CPI-U) from December, 2010 to December, 2011, consistent with the Property Tax Extension Limitation Law. The described increase to the 2012-2013 BA Step 1 base salary shall not be less than 1.5%, nor greater than 2.9%. All steps are index number multiples of this BA Step 1 base salary value.

2014-2015 Salary Schedule

The dollar value of the 2014-2015 BA Step 1 base salary shall be determined by increasing the 2013-2014 BA Step 1 base salary by 80% of the percentage change in the Consumer Price Index-All Urban Consumers (CPI-U) from December, 2011 to December, 2012, consistent with the Property Tax Extension Limitation Law. The described increase to the 2013-2014 BA Step 1 base salary shall not be less than 1.5%, nor greater than 2.9%. All steps are index number multiples of this BA Step 1 base salary value.

2. The salary schedule for stipends for the years of the **Negotiated Agreement** are contained in Appendix B.

3. Stipend Committee
 - a. The Stipend Committee is composed of an equal number of representatives from the Board and the Association but will not exceed three for each. The Committee shall be composed of the Chair of the Board of Education Human Resources Committee (ex officio), the Director of Human Resources, the Athletic Director, the Director of Student Activities, and three certified employees. The Board of Education and Administration members shall be permanent members. The certified employees shall be appointed by the Association, and their terms on the Committee shall be at the discretion of the Association. This Committee will be charged with reviewing proposals for new positions and reviewing athletics, activities, and events for which there are stipend positions.
 - b. The Committee will meet at least once per academic quarter.
4. The Board and the Association agree that 14.4 hours of contact time will equate to a 1% compensation level of the base salary being used to calibrate stipend compensation.
5. The Board and the Association agree that all employees in stipend positions will meet the expectations as provided in the *Activity Handbook*. All employees who hold stipend positions are directly responsible to the designated program head for those groups of stipends, except where there are no such head positions in which case employees will be directly responsible to the appropriate Division Chair, the Director of Student Activities, or the Athletic Director. Employees who are designated program heads for stipends shall supervise and annually appraise and evaluate employees who hold stipend positions within those groups of stipends except where there are no such program head positions in which case the appropriate Division Chair, the Director of Student Activities, or the Athletic Director will supervise, appraise, and evaluate those employees. When an employee's stipend performance is not satisfactory, the designated program head and the appropriate Division Chair, the Director of Student Activities, or Athletic Director will jointly prepare and conduct the annual evaluation, and the appropriate Division Chair, the Director of Student Activities, or the Athletic Director will lead the annual evaluation conference.
6. The formula for computing Summer Academic and Activity Programs compensation for the years of the **Negotiated Agreement** are contained in Appendix C. The following guidelines shall be used in selecting the Summer Academic Program certified employee staff.
 - a. All certified employees within each department for all Summer Academic Program certified positions required for courses offered by the respective departments.
 - b. Other Lyons Township High School certified employees who are certified to teach in that subject.
 - c. Certified employee seniority in the Summer Academic Program within the department.
 - d. Certified employee longevity in Lyons Township High School District 204.
 - e. Qualified certified employees from outside the District.
 - f. On or about May 15th, the Director of Summer Programs shall notify certified employees of their Summer Academic Program assignments. If late enrollments necessitate the addition of classes after May 15th, certified employees shall be notified as soon as it is known that additional classes will be offered.
 - g. The formula for computing summer workshop compensation for the years of the

Negotiated Agreement are contained in Appendix D.

7. The District desires to employ certified employees, whose qualifications and experience benefit the District's students and programs. If District certified employees do not possess the qualifications and experience necessary for the vacant positions, the District may employ District non-certified employees or individuals from outside the District.
 - a. Stipend positions listed in Appendix B. of the Negotiated Agreement are one year, renewable stipends.
 - b. In filling vacancies for positions contained in Appendix B. and which require payment of a stipend, the Administration will give first and serious consideration to currently employed certified employees of the District.
 - c. Whenever possible, the District desires to employ certified employees of the District for head coaching/head activity stipends. Only after the District has decided not to hire from certified employees of the District, will non-certified employees (ParaEducators, Classified/Non-Contractual, Administrative, non-District employees, retired employees) be considered for head coaching/head activity stipends.
 - d. For stipend vacancies at lower levels (including head junior varsity/sophomore/fresh-soph/freshman, assistants, and other activity stipend positions) the Athletic Director and Assistant Athletic Director and Head Varsity Coach for athletic stipends, or the Activity Director and Head Activity Sponsor for activity stipends will interview all District employees who have applied for a vacant position, as well as those lower level and assistant coaches/sponsors (including head junior varsity/sophomore/fresh-soph/freshman, assistants, and other activity stipend positions), who have been employed in those positions previously.
8. Certified employees who are granted child care leaves, sabbatical leaves, or any other paid or unpaid leaves (except sick/personal leave) shall not be eligible for stipend positions. Employment in and payment for stipend positions for certified employees who are granted child care leaves, sabbatical leaves, or any other paid or unpaid leaves (except sick/personal leave) shall end at the start of such leaves of absence.

C. Payroll Procedures

1. Paydays shall be the 5th and 19th of each month. The first payday will be the second official certified employee workday of the school term. Should the payday fall on a holiday or weekend, the payday shall be the last working day prior to such holiday or weekend, excepting the situation where the first payday of January occurs during winter break. Payday for such an occurrence shall be January 2.
2. Changes, additions, or corrections of any kind will be made on the first payday of the month only and must be submitted to the Payroll Department seven (7) working days prior to the 5th pay date.
3. Pay period selection (20, 22, or 24 pays) must be made prior to the first payday of the school year. No corrections or changes in the number of pay periods will be accepted following this date.
4. Prior to the adoption of the final **Negotiated Agreement** between the Board and the Association, step increases on the basic pay schedule will be made only as required by statute.

5. Payroll deductions for the Association, Illinois Education Association (IEA), and National Education Association (NEA) dues shall be made on an authorization form supplied by the Association and signed by the individual member.
 - a. Time of such deductions shall be mutually agreeable to both the Association and the Board.
 - b. Payment will be made to the Association by the seventh (7th) working day following the issuance of payroll checks.

D. Insurance Coverage

1. All certified employees will be included in the District's PPO/physician/hospital and Open Access insurance plans, as approved by the Board and the Association, subject to the conditions set forth below.
 - a. The Board will pay all premiums for each certified employee and eligible dependents under the insurance plan with respect to hospitalization, surgical-medical, major medical, dental, life, and disability; except for the following:
 1. certified employees under the single, couple, or family plan will pay 20% annually of the total health insurance premium rate for the 2010-2011 school year; and
 2. certified employees under the single, couple, or family plan will pay 22% annually of the total health insurance premium rate for the 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years.
2. An Insurance Committee composed of two (2) members of the Board's Negotiating Committee (or its designees) and two (2) members of the Association's Negotiating Committee (or its designees) will meet quarterly to review problems with the insurance plan and to negotiate needed changes or adjustments to the plan.
3. Medical Insurance Plan Components
 - a. The hospitals/physicians to be included on the PPO list are to be the same or equivalent to the One Plan network (including La Grange Memorial and Good Samaritan Hospitals).
 - b. A certified employee has the opportunity to accept or reject a physician's second opinion. Specifically, the Insurance Committee will agree to a list of surgeries requiring a second opinion. If the second opinion conflicts with the first opinion, then a third opinion must be obtained. After the third opinion, the patient can make the final determination with no penalty of benefits.
 - c. Eligible dependents consist of the following:
 1. the certified employee's spouse; and
 2. the certified employee's unmarried children under twenty-five (25) years of age, provided the child is a full-time student or otherwise qualifies as a dependent for Federal Income Tax purposes; and
 3. the certified employee's same-sex domestic partner provided that the employee has completed and filed with the District an affidavit of Domestic Partnership.
4. All insurance is effective to August 31 of 2015, except as follows:
 - a. certified employees who resign, are non-renewed, or are part of a reduction in force effective at the end of the school year will have their insurance plans (life, dental, vision, disability, medical) in force through August of said year as members of the

- Lyons Township High School District 204 Group;
- b. all other terminated certified employees will be covered to the expiration date of the current month's payment; and
 - c. insurance commences on the first day of the calendar month following the first official certified employee work day.
5. Insurance coverage provisions, regulations and exclusions are as outlined and explained in the Lyons Township High School District 204 Employees' Group Healthcare Plan. A copy of this Plan will be provided to all certified employees. Any changes in the benefits as outlined in the Plan shall be agreed to by the Association and the Board.
 6. During the 2010-2011 school year, the Insurance Committee shall meet to develop an HSA plan option.
 7. The parties agree that if legislation is passed during the life of this agreement that affects the insurance benefits as set forth in this section or the Group Healthcare plan, including the cost of benefits, then the parties agree to meet within thirty days of the passage of the legislation to renegotiate the provision.
 8. Dental
 - a. Comprehensive Dental Expense
 1. 80% of Reasonable and Customary (R&C) coinsurance, of crowns, gold restorations, fixed bridgework and full and partial removable dentures \$50 Deductible per family per calendar year \$2,000 Calendar Year Maximum
 2. Orthodontia Benefits - For insured and dependent children
 3. 50% of Reasonable and Customary (R&C)
 - b. Coinsurance
 1. \$50 Deductible lifetime
 2. \$1,000 Lifetime Maximum
 - c. Preventive Dental Care - 100% coverage per insured
 1. Cleanings twice yearly
 2. Dental exams twice yearly
 9. Vision insurance, excluding laser surgery vision correction, will be a component with all employees receiving single coverage for the vision component.
 10. Disability Insurance

A group long-term disability plan will be provided at 60% of base salary plus Appendix B. stipends. With TRS, the maximum amount of benefit is 70% of base salary plus Appendix B. stipends. The maximum benefit payable is \$8,000 per month. Disability benefits end at age 65.
 11. Life Insurance

The Board shall provide each certified employee with \$60,000 term group life insurance and accidental death and dismemberment insurance.
 12. Termination of Insurance

Insurance terminates under this **Agreement** as follows.

 - a. For insurance purposes, employment is deemed terminated when the certified

employee ceases active work. The coverage will continue:

1. if a certified employee is absent from work because of injury or sickness and has sufficient sick leave days available for the duration of the absence or if using approved Sick Leave Bank days;
2. if a certified employee is absent from work and the Board designates that time period under the Family and Medical Leave Act (FMLA), in which case the certified employee shall pay the active rate of his/her insurance plan for the period of time he/she is on FMLA leave;
3. if a certified employee is absent from work because of injury or sickness, has exhausted available sick leave days, FMLA, approved Sick Leave Bank days, and the Board has granted a leave of absence, the certified employee shall pay for the full cost (100%) of the certified employee's insurance plan;
4. if a certified employee is granted a Sabbatical Leave of Absence, the Board and certified employee will equally share the cost of the certified employee's active rate of his/her insurance plan;
5. if a certified employee is granted an unpaid leave of absence, the certified employee will pay for the full cost (100%) of his/her insurance plan. An unpaid leave of absence may be granted for a one-year period and may be renewed annually, at the Board's discretion, upon written request.

13. With respect to an individual dependent:

- a. When such person becomes insured as a certified employee.
- b. On the last day of the month during which such person ceases to be an eligible dependent; except that the coverage of a dependent shall not cease because of the attainment of the anniversary of his date of birth specified in the definition of dependent in Article XII. D. 3. c. of this **Agreement**, if on such anniversary the dependent is incapable of self-sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent upon the certified employee's support and maintenance. The coverage as to such dependent will be continued while such incapacity continues and while the insurance with respect to the dependent remains in force, provided such dependent meets all the requirements of the definition of dependent (Article XII. D. 3. c.) except age. The insurance carrier shall have the right to request proof of such incapacity of such dependent within sixty (60) days before such anniversary and from time to time thereafter. If such proof is not furnished within sixty (60) days of said request the coverage on such dependent will terminate.
- c. In the event of the certified employee's death while insured, the insurance for the dependents of the certified employee shall be continued for a period of ninety (90) days.

E. Tuition Reimbursement

1. The Board of Education will provide reimbursement for tuition, books and fees of certified employees during their employ in the District and who complete previously approved courses of study at District approved/accredited colleges or universities with a grade of "B" or better, or pass in a pass/fail course.
2. A certified employee who chooses to receive tuition reimbursement for a graduate level course may not use the course for advancement beyond the Master's Degree lane.
3. Certified employees advancing to columns on the salary schedule beyond the Master's

Degree will not be credited for more than nine college/university credits earned per semester of the regular school term. This limitation does not apply to courses taken during summer break or courses that are part of an established cohort for a degree seeking program.

4. Consideration will be given to the approval of online courses if part of an approved degree seeking program from an accredited institution.
5. Prior to registration, the certified employee will submit the course(s) to the Superintendent (or his/her designee) for approval.
6. A certified employee will be reimbursed only upon receipt of a transcript and receipt, and no certified employee may receive reimbursement for more than \$5,000 during his/her employ in the District.
7. A certified employee will be eligible for tuition reimbursement at the beginning of his/her third year of service (.6 FTE or greater).
8. The District shall provide tuition reimbursement not to exceed \$75,000 per school year. If the amount requested for reimbursement exceeds \$75,000, monies will be equally distributed among certified employees seeking approved reimbursement during that school year.
9. Any certified employee who begins receiving tuition reimbursement agrees to remain in the District for two years beyond the semester when reimbursement was last received, or the certified employee will reimburse the District the full amount of tuition reimbursement received.

F. Retirement Benefits

1. Any certified employee electing by submission of appropriate letter of irrevocable retirement to retire at the end of school years 2011, 2012, 2013, 2014 or 2015; has a minimum of 10 years of service with the District; and is eligible to retire under the provisions of the Illinois Teachers' Retirement System (TRS), shall be paid, in each of the final four years of employment (or as many years of employment as are left prior to the date of retirement if the employee has given less than four years notice), a salary increase equal to 3% of the amount otherwise due to the teacher on the Salary Schedule. However, the Board and Association agree that payment of the retirement incentive, together with any other increase in creditable earnings, will not result in more than a 6% increase in TRS creditable earnings over the previous school year, so that the Board will not be subject to a penalty under Section 16-158(f) of **The Illinois Pension Code**. Letters of retirement must be submitted to the Human Resources Office on or before October 1 of the school year in which the certified employee seeks to retire.
2. In the event that a certified employee otherwise eligible for the benefits provided for in this Section suffers a catastrophic injury or disability (for example, a disabling stroke) at any time during the term of the contract, that certified employee will receive the benefits of this Section if he/she or his/her designated agent so applied for same, in writing, to the Superintendent within ninety (90) calendar days of the date the catastrophic illness or disability occurs.

3. If legislation is passed during the life of this agreement that affects any of the benefits set forth in Section F or G, then the parties agree to open negotiations on Article XII Sections F and G only. The parties agree to meet within thirty days of the passage of the legislation.

G. Additional Retirement Benefits

1. The District shall pay the full individual employee health insurance premium to TRS until the certified employee is eligible for Medicare.
2. The parties recognize that the continuance of these provisions (Retirement Benefits and Additional Retirement Benefits) is not a guarantee and that it (like other provisions of this Negotiated Agreement) is subject to renegotiation and reconsideration at the end of this Negotiated Agreement. No certified employee should rely on its continuance into a successor Negotiated Agreement.

H. Other Benefits

1. The Board will provide flu inoculations at no cost to certified employees, provided vaccines are available through the District.
2. The Board will provide tuberculosis (TB) skin tests at no cost to certified employees.
3. The Board will pay for criminal background checks for certified employees.
4. The District shall provide workers' compensation benefits to all certified employees as required by State law.

Article XIII. Leaves of Absence

A. Sick Leave

1. The Board shall grant full-time certified employees sick leave provisions of fifteen (15) days at full pay in each school year. The sick leave days shall accumulate at the rate of fifteen (15) days per school year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family, for purpose of this section, shall include parents, spouse, same-sex domestic partner, brothers, sisters, children, grandparents, grandchildren, in-laws, and legal guardians.
2. Sick Leave Bank
 - a. The Board, in cooperation with the Association, shall establish a Sick Leave Bank available to certified employees for participation on a voluntary basis.
 - b. The intent of this Bank is to provide for employees of the Sick Leave Bank, extended sick leave to those participants who incur a period of catastrophic illness. Catastrophic illness shall be defined as life threatening, as verified by the employee's physician. The Bank shall be used only for the catastrophic illness of the participant, and his/her spouse, same-sex domestic partner, or children.
 - c. A tenured certified employee may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank at the beginning of each year. A tenured certified employee thereby becomes a "participant". When the

total number of days in the Bank equals twice the number of participants, no yearly contribution will be required until such time that the Bank is depleted to the number of days equal to the number of participants.

- d. A certified employee who is a current participant and who has a catastrophic illness which requires continuous and prolonged absence from work shall be able to utilize days from the Bank after his/her own accrued sick leave days have been depleted and a five-day salary deduction period has transpired for each such disability or illness. The certified employee must submit a doctor's statement at the time he/she requests Sick Leave Bank days and must otherwise comply with the reasonable request of the Sick Leave Bank Committee under h. below.
- e. The maximum number of days from the Bank allowed for any certified employee shall be sixty (60) days. No more than two (2) certified employees may be participating at any one time unless the Sick Leave Bank Committee waives this provision.
- f. Participants withdrawing from the Bank or the Association for whatever reason will not be allowed to withdraw the contributed days.
- g. Certified employees utilizing sick leave days from the Bank will not be required to replace those days.
- h. A joint Sick Leave Bank Committee appointed by the Association and Administration shall serve as an advisory committee to implement and administer the Bank and review requests for sick leave days. The Committee shall be composed of the Director of Human Resources, the Principal, an Administrator (appointed by the Administration), and three certified employees. The certified employees shall be appointed by the Association. With the exception of the Director of Human Resources and the Principal, all other Committee members shall serve three year terms. In its first rotation and in order to maintain Committee continuity, the Administrator and one certified employee shall each serve a two year term. With the approval of the Board, this Committee may, upon emergency, request that contributing members donate an additional day to the Sick Leave Bank if its reserves become depleted.
- i. A participant with more than 170 accumulated sick leave days who has filed an intent to retire and is in his/her last year of employment will have access to the Sick Leave Bank, if otherwise eligible, upon depleting his/her accumulated sick leave to 170 days.

B. Personal Leave Days

The Board will grant three (3) personal leave days at full pay to each certified employee for personal business. Such leave days are non-accumulative, year to year. Except in extenuating circumstances (which must be discussed with the Director of Human Resources), these days shall not be taken on days immediately prior to or following school holidays. Personal leave days will be deducted from accumulated sick leave days.

C. Religious Holiday Leave Days

In addition to the three personal leave days, one of the allotted annual fifteen sick leave days may be used as a religious holiday leave day for certified employees who observe a recognized religious holiday that requires their absence during a regular attendance day. Certified employees will submit a request to use a sick leave day as a religious holiday leave day in writing at least ten working days in advance to the Director of Human Resources.

D. Child Care Leave

1. Any certified employee who becomes pregnant or adopts a child shall be granted an unpaid child care leave to commence on the date his/her doctor considers him/her unable to carry

on his/her duties. In the case of an adoption, the leave will commence upon the submission of documentation acceptable to the Board. The certified employee will give the Administration as much notice as possible of his/her leave separation date, but no less than sixty (60) days prior to the separation date.

2. The certified employee will give notice to the Administration of his/her expected return at least ninety (90) days prior to the end of the preceding semester of the date of when he/she wants to start work. The Administration may delay his/her return until the beginning of the school year following his/her request to return, in order to maintain continuity of instruction in the classroom. The length of the leave shall be no longer than one and one half (1½) years.
3. Any certified employee who is granted a child care leave shall pay the active rate of his/her insurance plan for the duration of the leave granted under the *Family and Medical Leave Act* (FMLA), and after which time, the certified employee shall pay for the full cost (100%) of his/her insurance plan.

E. Family Leave

1. The Board will implement the required provisions of the *Family and Medical Leave Act* (FMLA), effective February 5, 1994.
2. The Board reserves the right to place a certified employee on FMLA to run concurrently with other applicable leaves of absence.

F. Sabbatical Leave

1. Certified employees who have had seven years of consecutive full-time service, or others who have had a leave (not a sabbatical) with nine years of total full-time service with the District, may be granted sabbatical leave for the purpose of advanced study or travel which will benefit the certified employee, the school, and students of the District. One year of full-time service is defined as one school term, from the first official certified employee work day to the last official work day. Such leave shall not be granted for less than one full semester nor for more than two consecutive full semesters or its equivalent.
2. Salary for sabbatical leave shall be computed in accordance with Section 105 ILCS 5/24-6.1 of **The Illinois School Code**.
3. The recipient of such a leave shall return to the District for two years following the sabbatical leave and shall agree in writing that, if after the sabbatical leave he/she does not return to contractual continued service, all sums of money (salary and benefits) received from the Board will be refunded to the Board, unless his/her return is prevented by illness or incapacity.
4. The Board and the Association shall establish a Sabbatical Leave Committee for the purposes of considering sabbatical leave requests and for making recommendations to the Board. The Committee shall be composed of the Director of Human Resources (permanent member), the Director of Curriculum and Instruction or the Principal (rotating members), a Division Chair, and two certified employees. The certified employees shall be elected by certified employees, one from South Campus and one from North Campus. With the exception of the Director of Human Resources, all other Committee members

shall serve a three year term. In its first rotation and in order to maintain Committee continuity, one Administrator and one certified employee shall each serve a two year term.

5. Proposals for sabbatical leave must be submitted by October 1 of the school year prior to the school year of the sabbatical leave.
6. The Committee shall complete its consideration and make its recommendation to the Board by December 1 of the school year prior to the school year of the sabbatical leave.
7. The Committee shall provide the certified employee its recommendation and rationale in writing.

G. Professional Meetings

Certified employees may attend professional meetings, which shall be approved in advance by Supervisors and the Principal (or other appropriate Administrators) in accordance with budgetary allocations for travel, per guidelines in the Faculty Manual.

Article XIV. Association Rights (Fair Share)

- A. It is recognized that the negotiations and administration of this **Agreement** entail expenses which appropriately are shared by all certified employees who are beneficiaries of said **Agreement**. To this end, if a certified employee does not join the Association, such certified employee will
 1. execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration ("Fair Share Fee"); or
 2. pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the certified employee or the effective date of this **Agreement**, whichever is later, the Board shall deduct the Fair Share Fee in equal payments over the remaining payroll periods.
- C. The IEA/NEA agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of, or by reason of, any action taken by the Board or not taken by the Board at the direction of the Association, in complying with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection therewith.
- D. The Association shall timely certify the amounts to be deducted pursuant to this Section.
- E. The parties expressly recognize the rights of non-members as provided for in Section 115 ILCS (within **The Illinois School Code** text) 5/11 (Section 11 of the *IELRA*).

Article XV. Entire Agreement

This **Agreement** constitutes the entire agreement between the parties concerning salaries and terms and conditions of employment for the term of the **Agreement**. The parties hereby agree that this

Agreement terminates and supersedes any and all prior written agreements concerning any subjects covered herein and is in full settlement of all outstanding issues between the parties; however, the parties may at any time amend this **Agreement** in writing by mutual consent. Any such Amendment will be an addendum to this **Agreement** and each certified employee will receive a copy of the Amendment.

Article XVI. Duration

This **Agreement** shall become effective upon ratification by the Association and adoption by the Board and shall continue in effect until August 31, 2015. Negotiations for a successor contract shall commence upon written notice by one party to the other no earlier than March 1, 2015 and no later than April 1, 2015, and negotiations shall continue thereafter in accordance with the *IELRA*.

Article XVII. Notice

All notices hereunder shall be in writing and shall be deemed to have been lawfully given if delivered personally or sent by certified mail, postage prepaid, as follows:

1. if to the Board or to the Superintendent, addressed to 100 South Brainard Avenue, La Grange, Illinois, 60525; and
2. if to the Association, to the President or Secretary thereof, addressed to the residence.

Article XVIII. Validity

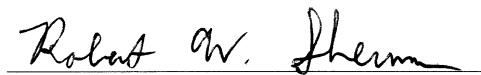
If any section, paragraph, sentence or clause of this **Agreement** is held invalid or unconstitutional, such decision shall not affect the remaining portion of this **Agreement** or any section or part thereof.

Article XIX. Signatures

This **Agreement** is signed and adopted at La Grange, Illinois.

In witness thereof:

For the Lyons Township High
School Faculty Association



President




Secretary

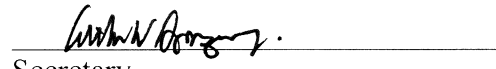
6-21-10

Date

For the Board of Education of
Lyons Township High School
District 204, Cook County, Illinois



President



Secretary

6/21/10

Date

APPENDIX A.

1. 2010-2011 Salary Schedule

Step	B.A.		M.A.		M.A. + 30		M.A. + 60	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1.0	1.00	51,185.03	1.08	55,279.83	1.16	59,374.63		
2.0	1.04	53,232.43	1.14	58,350.93	1.22	62,445.73	1.30	66,540.53
3.0	1.08	55,279.83	1.20	61,422.03	1.28	65,516.83	1.36	69,611.64
4.0	1.12	57,327.23	1.26	64,493.13	1.34	68,587.93	1.42	72,682.74
5.0	1.16	59,374.63	1.32	67,564.23	1.40	71,659.04	1.48	75,753.84
6.0	1.20	61,422.03	1.39	71,147.19	1.47	75,241.99	1.55	79,336.79
7.0	1.24	63,469.43	1.45	74,218.29	1.53	78,313.09	1.61	82,407.89
8.0	1.28	65,516.83	1.51	77,289.39	1.59	81,384.19	1.67	85,478.99
9.0	1.32	67,564.23	1.57	80,360.49	1.65	84,455.29	1.73	88,550.09
10.0	1.36	69,611.64	1.63	83,431.59	1.71	87,526.39	1.79	91,621.20
11.0	1.40	71,659.04	1.69	86,502.69	1.77	90,597.50	1.87	95,716.00
12.0	1.44	73,706.44	1.76	90,085.65	1.84	94,180.45	1.94	99,298.95
13.0	1.48	75,753.84	1.82	93,156.75	1.90	97,251.55	2.01	102,881.90
14.0	1.56	79,848.64	1.88	96,227.85	1.96	100,322.65	2.08	106,464.85
15.0			1.94	99,298.95	2.02	103,393.75	2.15	110,047.81
16.0			2.00	102,370.05	2.08	106,464.85	2.22	113,630.76
17.0			2.04	104,417.45	2.12	108,512.26	2.26	115,678.16
18.0 ^{a.}			2.12	108,512.26	2.20	112,607.06	2.34	119,772.96

a. Longevity Increment

For those above Step 18, including those **in** the BA lane, an additional one percent (1%) of the base will be granted for each full five (5) years of **certified employment** above Step 18 **in the District.**

APPENDIX A. (cont.)

2. 2011-2012 Salary Schedule

Step	B.A.		M.A.		M.A. + 30		M.A. + 60	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1.0	1.00	52,428.83	1.08	56,623.13	1.16	60,817.43		
2.0	1.04	54,525.98	1.14	59,768.86	1.22	63,963.16	1.30	68,157.46
3.0	1.08	56,623.13	1.20	62,914.59	1.28	67,108.89	1.36	71,303.20
4.0	1.12	58,720.28	1.26	66,060.31	1.34	70,254.62	1.42	74,448.93
5.0	1.16	60,817.43	1.32	69,206.04	1.40	73,400.35	1.48	77,594.66
6.0	1.20	62,914.59	1.39	72,876.07	1.47	77,070.37	1.55	81,264.67
7.0	1.24	65,011.74	1.45	76,021.79	1.53	80,216.10	1.61	84,410.40
8.0	1.28	67,108.89	1.51	79,167.52	1.59	83,361.83	1.67	87,556.13
9.0	1.32	69,206.04	1.57	82,313.25	1.65	86,507.55	1.73	90,701.86
10.0	1.36	71,303.20	1.63	85,458.98	1.71	89,653.28	1.79	93,847.60
11.0	1.40	73,400.35	1.69	88,604.71	1.77	92,799.02	1.87	98,041.90
12.0	1.44	75,497.51	1.76	92,274.73	1.84	96,469.03	1.94	101,711.91
13.0	1.48	77,594.66	1.82	95,420.46	1.90	99,614.76	2.01	105,381.93
14.0	1.56	81,788.96	1.88	98,566.19	1.96	102,760.49	2.08	109,051.95
15.0			1.94	101,711.91	2.02	105,906.22	2.15	112,721.97
16.0			2.00	104,857.64	2.08	109,051.95	2.22	116,391.99
17.0			2.04	106,954.79	2.12	111,149.11	2.26	118,489.14
18.0 ^{a.}			2.12	111,149.11	2.20	115,343.41	2.34	122,683.44

a. Longevity Increment

For those above Step 18, including those in the BA lane, an additional one percent (1%) of the base will be granted for each full five (5) years of **certified employment** above Step 18 in the District.

3. Salary for Certified Nurses

- a. For the 2010-2011 school year, certified nurses will be placed on the salary matrix at the step/lane closest to their current salary. Certified nurses' salaries will be capped at BA 10/MA 8 on the salary matrix. Certified nurses employed during any of the five years of this **Agreement** will be employed at B.A. Step 8.
 - b. The Board and Association agree that there will be at least one (1) certified nurse, full-time at each campus.
4. Certified employees new to the District may be granted credit on the salary schedule and salary schedule for stipends up to, but no more than, all years of successful teaching experience outside the District, such credit to be granted at the discretion of the Superintendent.
 5. In order for a certified employee to qualify for the M.A. + 60 column, he/she must have been at the M.A. + 30 column in this District for at least one year and have thirty (30) additional semester hours in his/her area(s) of certification and/or school administration.¹ For the employee whose principal responsibility is not in the classroom, the area of specialization should be in the area of his/her school responsibility. It is expected that these additional thirty (30) hours will be at the graduate level, recommended by the Division Chair and approved by the Superintendent (or his/her designee). Any non-graduate courses must be approved by the Division Chair and the Superintendent (or his/her designee). Any person with an earned doctorate will enter on the M.A. + 60 column at the appropriate step.
 6. Nine and one-half (9½) per cent of each certified employee's gross annual contract salary shall be tax sheltered by the Board and paid directly to the Illinois Teacher's Retirement System. (TRS).

¹ One-third of these hours (10) for MA + 60 may be in education courses that have relevance for his/her area(s) of certification. In the event a certified employee earns an administrative certificate because of hours earned under this section and is subsequently appointed to an Administrative position in the District, the Association agrees to consider granting seniority credit for time spent in such a position.

APPENDIX B.

Stipends

A. Salary Schedules

1. Stipend position percentages as listed in Appendix B. Sections C., D., E., and F., shall be paid on the basis of the experience and stipend schedule below.

Contract Years	Tier 1 0-4 Years Experience	Tier 2 5 or More Years Experience
2010-2011	\$42,423.03	\$50,907.64
2011-2012	\$43,271.49	\$51,925.79
2012-2013	\$44,136.92	\$52,964.31
2013-2014	\$45,019.66	\$54,023.60
2014-2015	\$45,920.05	\$55,104.07

2. Hourly wage stipend positions will be paid using the figure shown in Sections C., D., E., and F. for the 2010-2011 school year. The hourly wage for 2011-2012, 2012-2013, 2013-2014, and 2014-2015 will increase by 2% year to year.

B. Experience

1. A stipend shall be computed for experience in that stipend per the following.
 - a. For 0-4 years of experience: Tier 1.
 - b. For 5 years or more of experience: Tier 2.
 - c. In filling vacancies for positions contained in Appendix B., which require the payment of a stipend, the Administration will give first and serious consideration to currently employed certified employees of the District; however, in accordance with Section 105 ILCS 5/10-22.34 of **The Illinois School Code**, the District is not restricted by this **Agreement** with respect to the employment of non-certified employees for study hall supervision and in-school suspension at such compensation as the District may determine.
 - d. Positions contained in Appendix B. are one-year, renewable positions.
 - e. For Curriculum Coordinator positions in Appendix B. and E., Division Chairs may annually designate allotted positions as needed.

C. Athletics	Head				Assistant
	Varsity	Frosh	Soph	JV	
1. Fall					
a. Athletic Events Supervisor	4.65% (1)				
b. Athletic Trainer	18.0% (2)				14.0% (1)
c. Cross Country (Boys)	17.1% (1)		14.4% (1)		13.5% (2)
d. Cross Country (Girls)	17.1% (1)		14.4% (1)		13.5% (2)
e. Football	18.0% (1)	15.3% (1)	15.3% (1)		15.3% (11)
f. Football Stats	1.0% (1)				
g. Football Videotaping	3.3% (1)				
h. Golf (Boys)	13.65% (1)	10.72% (1)			
i. Golf (Girls)	13.65% (1)	10.72% (1)			
j. Intramural	5.0% (8)				
k. Soccer (Boys)	17.1% (1)	14.4% (1)	14.4% (1)	14.4% (1)	13.5% (3)
l. Swimming (Girls)	17.1% (1)		14.4% (1)		13.5% (1)
m. Tennis (Girls)	16.2% (1)	13.5% (1)			12.6% (1)
n. Volleyball (Girls)	17.1% (1)	14.4% (1)	14.4% (1)	14.4% (1)	13.5% (1)
2. Winter					
a. Athletic Events Supervisor	4.65% (1)				
b. Athletic Trainer	18.0% (2)				14.0% (1)
c. Basketball (Boys)	18.0% (1)	15.3% (1)	15.3% (1)		14.4% (3)
d. Basketball (Girls)	18.0% (1)	15.3% (1)	15.3% (1)		14.4% (3)
e. Basketball (Special Olympics)	7.0% (1)				5.0% (1)
f. Bowling	17.1% (1)			14.4% (1)	
g. Gymnastics (Girls)	17.1% (1)			14.4% (1)	13.5% (2)
h. Intramural	6.0% (8)				
i. Swimming (Boys)	17.1% (1)		14.4% (1)		13.5% (1)
j. Wrestling	17.1% (1)	14.4% (1)	14.4% (1)		13.5% (3)
3. Spring					
a. Aquatics Director	20% (1)				
b. Athletic Trainer	17.1% (2)				14.0% (1)
c. Badminton	16.2% (1)	13.5% (1)	13.5% (1)		
d. Baseball	17.1% (1)	14.4% (1)	14.4% (1)		13.5% (3)
e. Eurythmics	17.1% (1)		12.5% (1)		
f. Gymnastics (Boys)	17.1% (1)	14.4% (1)			13.5% (1)
g. Intramural	5.0% (3)				
h. Kids' Wrestling *	\$28.05/hour				
i. Lacrosse (Boys)	17.1% (1)	14.4% (1)		14.4% (1)	13.5% (2)
j. Lacrosse (Girls)	16.2% (1)			13.5% (1)	12.6% (1)
k. Soccer (Girls)	17.1% (1)	14.4% (1)	14.4% (1)	14.4% (1)	13.5% (3)
l. Softball	17.1% (1)	14.4% (1)		14.4% (1)	13.5% (3)
m. Summer Baseball	9.5% (1)				7.1% (2)
n. Tennis (Boys)	16.2% (1)		13.5% (1)		12.6% (1)
o. Track (Boys)	18.0% (1)		15.3% (1)		14.4% (3)
p. Track (Girls)	18.0% (1)		15.3% (1)		14.4% (3)
q. Volleyball (Boys)	17.1% (1)	14.4% (1)	14.4% (1)		13.5% (2)
r. Water Polo (Boys)	16.2% (1)			13.5% (1)	
s. Water Polo (Girls)	16.2% (1)			13.5% (1)	

D. Clubs and Organizations	Head	Assistant
1. African-American Culture Club	2.64% (1)	
2. Archery Club	2.64% (1)	
3. Art Club	6.0% (1)	5.0% (1)
4. Art Display Coordinator	6.0% (1)	
5. Baccalaureate	2.64% (2)	
6. Bowling Club	5.28% (2)	
7. Brass Impact	3.5% (1)	
8. Breakfast with Barbells	11.0% (1)	
9. Business Professionals of America	3.0% (1)	
10. Cheerleaders (Fall)	9.0% (1)	7.0% (3)
11. Cheerleaders (Winter)	12.0% (1)	8.0% (3)
12. Chess Club	5.0% (1)	
13. Class Sponsor		
a. Freshman	3.96% (2)	
b. Sophomore	3.96% (2)	
c. Junior	3.96% (2)	
d. Senior	3.96% (2)	
14. Computer/Tech Club	2.64% (1)	
15. Congressional Debate	14.0% (1)	9.24% (2)
16. Corral Manager	26.55% (1)	
17. East Asian Culture Club	2.64% (1)	
18. Environment/Recycling Club	5.0% (1)	
19. Fishing Club	2.64% (1)	
20. Flag Corps/Winterguard	10.0% (1)	
21. French Club	2.64% (1)	
22. German Club	2.64% (1)	
23. Gold Rush Spirit Club	2.64% (1)	
24. Greek Club	2.64% (1)	
25. Homework Night		5.0% (2)
26. Interact Club	5.0% (2)	
27. International Club/Faces of LT	6.0% (1)	5.0% (1)
28. International Week (every other year)	2.64% (2)	
29. Italian Club	2.64% (1)	
30. Jazz Band	8.0% (1)	
31. Jazz Lab Band	8.0% (1)	
32. Juggling Club	6.53% (1)	
33. Latin Club	2.64% (1)	
34. Latin Dance Troupe	10.0% (1)	
35. Lion Friends	5.0% (1)	4.5% (2)
36. Menagerie	3.96% (2)	
37. Menagerie Art	3.96% (1)	
38. Model UN	14.0% (1)	9.24% (1)
39. Musical Productions		
a. Music	5.0% (1 or more)	
b. Choreographer	4.5% (1 or more)	
40. National Hispanic Institute	3.96% (1)	2.64% (1)
41. National Honor Society	5.28% (1)	2.64% (1)
42. Peer Leadership	4.4% (2)	
43. Performing Arts Center	5.0% (1)	5.0% (1)
44. Photo Club	5.0% (1)	

45. Pom Pon (SC)	17.0% (1 Frosh; 1 Soph)	
46. Pom Pon (NC)	19.0% (1)	13.0% (1)
47. Peaceable Schools Initiative (PSI)	6.0% (3)	
48. PRISM	2.64% (1)	
49. Reber Center	9.0% (1)	
50. Rock Climbing Club	3.96% (1)	
51. Scholastic Bowl	8.0% (2)	
52. Senior Prom	5.28% (1)	
53. Shakespeare Society	5.28% (1)	
54. Sign Language Club	2.64% (1)	
55. Snowball	6.0% (1)	5.28% (1)
56. Social Action Club	5.28% (1)	
57. Spanish Club	2.64% (1)	
58. Speech Team	14.0% (1)	10.0% (2)
59. Step Dancing	10.0% (1)	8.75% (1)
60. Student Council		
a. Assistant	9.0% (2)	
b. Business Management	10.0% (2)	
c. Events Supervisor	3.0% (5)	
61. Student Leadership	6.0% (1)	
62. Variety Show	5.0% (2)	
E. Division/Department Stipends	Head	Assistant
1. Applied Arts		
a. Aviation Activities	7.92% (1)	2.64% (1)
b. Catering Club	10.42% (1)	
c. Cooperative Education Coordinator	21.6% (2)	
d. Curriculum Coordinator	5.76% (2)	
e. Driver Education Behind the Wheel (BTW) *	\$28.05/hr.	
f. Driver Education Program Coordinator	10.0% (1)	
g. FCCLA	3.0% (2)	
2. Assistant Principals		
a. After School Detention	13.2% (2)	
b. Saturday Detention/Extended Detention *	\$25.50/hr. (2)	
3. Curriculum/Instruction		
a. ACT Prep Class Coordinator	19% (1)	
b. ACT Prep Class Teacher *	\$39.25/hr.	
c. PSAT Prep Class Coordinator	2.64% (1)	
d. PSAT Prep Class Teacher *	\$39.25/hr.	
e. Testing Supervisor	14.0% (1)	
4. Fine Arts		
a. Band		
1. Marching Band	11.5% (1)	7.0% (1)
2. Marching Band Percussion Assistant		10.4% (1)
3. NC Band	8.0% (2)	
4. SC Band	8.0% (2)	
b. Curriculum Coordinator	5.76% (4)	
c. Foreign Language Exchange	2.64% (2)	2.0% (2)
d. Orchestra		
1. SC Orchestra	8.0% (1)	
2. NC Orchestra	8.0% (1)	

e. Vocal Music		
1. Sophomore	13.5% (1)	
2. Junior	17.9% (1)	
3. Senior	19.3% (1)	
5. Global Studies		
a. Constitution Exam Tutor	2.64% (1)	
b. Curriculum Coordinator	5.76% (4)	
6. Human Resources		
a. Induction/Mentoring Coordinator	11.0% (2)	
7. Language Arts		
a. Curriculum Coordinator	5.76% (5)	
b. Drama/Play/Musical Director	9.0% (8)	
c. LION		
1. Head	18.0% (1; Year 1); 30.35% (1; Year 2+)	
2. Assistant		6.45% (1)
3. Photo Director (LION and TAB)		6.45% (1)
d. TAB	18.0% (1; Year 1); 30.35% (1; Year 2+)	8.6% (1)
e. Theater Board	9.0% (2)	5.0% (1)
f. TV Club	23.7% (1)	7.0% (1)
g. WLTL		
1. General Manager	23.7% (1)	
2. Technical Director	23.7% (1)	
3. Assistant		7.0% (1)
8. Learning Resources		
a. Computer Lab Supervisor	10.56% (2)	
9. Math/Science		
a. Astronomy Club	2.64% (1)	
b. Chemistry Club	2.64% (1)	
c. Curriculum Coordinator	5.76% (4)	
d. Math Club	12.0% (1)	10.0% (4)
e. World Youth in Science/Engineering (WYSE)	6.0% (1)	5.0% (2)
f. Zoology Club	2.64% (1)	
10. Physical Welfare		
a. Curriculum Coordinator	5.76% (2)	
11. Special Education		
a. Curriculum Coordinator	5.76% (2)	
b. Inclusion Facilitator	5.0% (2)	
12. Student Services		
a. College/Career Coordinator	10.0% (1)	
b. College Night	3.96% (1)	
c. Counselors/Social Workers	10.0% (21)	
d. Homebound Tutoring *	\$25.50/hr.	
F. Other Stipends		
1. Cafeteria Supervision	9.0% (per lunch period) (2)	
2. Campus Commuting (Annual)	\$300.00/yr.	
3. Sixth Assignment - Class	24.0%	
4. Substitute Pay (internal) *	\$20.40/hr.	

* Hourly rates shown for 2010-2011 school year only. The hourly wage for these stipends will increase by 2% year to year through 2014-2015.

APPENDIX C.

Summer Program Compensation

1. Summer Academic Program

- a. The formula for computing a Summer Academic Program salary for a certified employee shall be as follows:

$$\frac{\text{Certified Employee's Salary} \times .7043 \times 28}{183}$$

Summer Academic Program salaries shall be determined using the table below for 2010-2011:

2010-2011		
Years	B.A.	M.A.
1	\$33,804.40	\$36,508.75
2	\$35,156.57	\$38,537.01
3	\$36,508.75	\$40,565.28
4	\$37,860.92	\$42,593.54
5	\$39,213.10	\$44,621.80
6	\$40,565.28	\$46,988.11
7	\$41,917.45	\$49,016.38
8	\$43,269.63	\$51,044.64
9	\$44,621.80	\$53,072.90
10	\$45,973.98	
11	\$47,326.16	
12	\$48,678.33	
13	\$50,030.51	
14	\$52,734.86	

For 2011-2012, the values on the table above will be increased by 75% of the CPI-U used to determine the Appendix A salary matrix for the 2011-2012 school year. For years 2012-2013, 2013-2014, and 2014-2015, the values will be increased over the previous year's values by 75% of the CPI-U used to determine the Appendix A salary matrix for the given school year.

- b. The number of pay periods shall be three (3): June 19, July 5 and July 19.

2. Summer Activity Program

- a. The hourly rate for Summer Activity Programs is based on years of service in the District within the specific activity for which the contract is issued and for which the individual is employed.

- 1. Year 1 - \$20.00
- 2. Year 2 - \$22.50
- 3. Year 3 - \$25.00
- 4. Year 4 - \$27.50
- 5. Year 5 and beyond - \$30.00

APPENDIX D.

Summer Workshop Compensation

1. The formula for computing summer workshop salary for a certified employee shall be as follows:

$$\frac{\text{Certified Employee's Salary}}{183} \times .67 = \frac{\text{Daily Rate}}{5} = \text{Hourly Rate}$$

2. The maximum salary for a certified employee using the formula above shall be \$52,547.43.

APPENDIX E.

TO: T. Kilrea, Superintendent
Board of Education
R. Sherman, President, LTHS Faculty Association

FROM: E. Piotrowski

DATE: June 21, 2010

RE: Negotiated Agreement 2010-2015 - Letter of Understanding

Per agreement reached during negotiations, this letter of understanding confirms the following:

1. **Board of Education, Administration and Association Meeting** To foster collaboration and additional communication, the parties agree that there will be one meeting at or near the beginning of each school year with the Board, Administration and Association representatives. The purpose of the meeting is to discuss the Board goals and initiatives for the upcoming school year.
2. **Counselor Schedule Advisory Committee** During the 2010-2011 school year, a one-year ad hoc committee shall be established to obtain and review information relating to staggered counselor schedules. If determined to be appropriate by the committee, the committee shall develop a recommendation for staggered counselor schedules. The committee shall be comprised of the Director of Human Resources, the Principal, the Division Chair for Student Support Services and three Association members. The goal of the committee will be to make a recommendations to the Superintendent by spring 2011.
3. **Step 18 Advancement for 2010-2011** For the 2010-2011 school year, the District will pay to the teachers who were on Step 18 of the Salary Schedule as of the 2009-2010 school year a one-time lump sum payment in an amount equivalent to 1% of their current Step 18 salary, not including longevity.

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